



Henry J. Robinson School
110 June Street
Lowell, Massachusetts 01850

Tel: 978-937-8974
Fax: 978-937-8988

Bridget Dowling, Principal
Carl DeRubeis, Assistant Principal

January 4, 2019

Ms. Durkin,

I am requesting permission for an out of state field trip to Yellowstone National Park. Summer Star Foundation has generously provided a grant to send twenty 7th grade students and five chaperones to Yellowstone National Park to participate in Expedition Yellowstone! from April 13, 2019 through April 20, 2019, the week of spring break. The group will spend 2 nights in hotels and the remainder of the nights in Yellowstone National Park at the Youth Conservation Corps facility. Expedition Yellowstone! provides two park rangers who facilitate the week's activities throughout the park. All costs are covered by the Summer Star Foundation grant and no school will be missed as the trip takes place during spring break. The trip will be chaperoned by the following school faculty: Dan Sargent, Jennifer Fraser, Suzanne Hyslip and two yet to be determined. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Bridget Dowling".

Bridget Dowling

"We Promote the Love of Learning"

**SUMMER STAR FOUNDATION HENRY J. ROBINSON MIDDLE SCHOOL
EXPEDITION YELLOWSTONE**

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2019, by and between Lowell Public Schools on behalf of the Henry J. Robinson Middle School of Lowell, Massachusetts (the "Robinson School") and Summer Star Foundation for Nature, Art and Humanity, Inc. (hereinafter, "Summer Star Foundation"), sometimes collectively referred to hereinafter as the "Parties."

1. Purpose of Agreement:

The purpose of this Agreement is to set forth terms under which the Summer Star Foundation will provide funding for five (5) days of environmental and conservational educational programming for a select group of Robinson School students at Yellowstone National Park to take place in April 2019. This program shall be known as the "Summer Star Foundation Henry J. Robinson Middle School Expedition Yellowstone" ("Summer Star Expedition Yellowstone"). Summer Star Expedition Yellowstone teaches students about the natural and cultural history of Yellowstone National Park, investigates current issues affecting the Greater Yellowstone Ecosystem, and promotes stewardship and preservation in the park and in home communities.

2. Duration of Agreement:

This Agreement commences on the date set forth above, and terminates one month after the evaluation report referenced in Paragraph 5(d) is due, unless terminated earlier as provided under Paragraph 9. Notwithstanding the foregoing, the Robinson School's obligations under Paragraph 5(d) (regarding the evaluation report) and Paragraph 5(e) (regarding the return of any unused funds) shall survive the termination of this Agreement.

3. Henry J. Robinson Middle School:

The Robinson School is a middle school in the Lowell Public School system. The mission of the Robinson School is to ensure student readiness for high school or vocational school through consistent social, emotional and academic growth of all students.

4. Summer Star Foundation:

Summer Star Foundation for Nature, Art, and Humanity, Inc. is a non-profit based in Greater Boston that, inter alia, helps in establishing educational programs to enrich children's lives through arts and nature programs, in assisting such programs as are already in existence and in providing opportunities for children to participate in such programs.

5. Summer Star Expedition Yellowstone

Summer Star Foundation agrees to pay to the Lowell Public Schools the amount of Forty-two Thousand Dollars (\$42,000) to be used for the sole benefit of the Robinson School to fund Summer Star Expedition Yellowstone in April 2019 (the "Grant"). The Grant shall be

used for the costs of 25 individuals, both students and chaperones, to attend Summer Star Expedition Yellowstone. The breakdown of students and chaperones and the selection of the student and chaperone participants who shall attend Summer Star Expedition Yellowstone shall be determined by Brigit Dowling, Principal of the Robinson School. The Expedition Yellowstone program in 2019 will take place during April school vacation in 2019.

The Summer Star Foundation grant governed by this Agreement shall be paid within fourteen (14) days of the full execution of this Agreement to Lowell Public Schools which shall then distribute such funds to the Robinson School as requested by Brigit Dowling, Principal of the Robinson School, to fund the expenses of the Summer Star Expedition Yellowstone. Such grant shall be used for the following expenses pertaining to the 25 individuals selected to attend Summer Star Expedition Yellowstone: transportation and travel costs (including airfare, airfare bag costs, ground transportation), lodging (including hotels as needed prior to and following the period of residence at Yellowstone, food and other related Summer Star Expedition Yellowstone program costs. All expenses for the above purposes and all other expenses of Summer Star Expedition Yellowstone in excess of the amount of the grant hereunder shall be the responsibility of Lowell Public Schools.

In connection with the administration of Summer Star Expedition Yellowstone, the Robinson School agrees as follows:

- a. Brigit Dowling, Principal of the Robinson School, shall select the individuals who will attend Summer Star Expedition Yellowstone.
- b. The Robinson School shall incorporate the materials in the "Nuts and Bolts Guide" supplied by Yellowstone National Park to the Robinson School into the curriculum of the students who will be attending Summer Star Expedition Yellowstone both before and after the trip, as recommended by Yellowstone National Park.
- c. The Robinson School shall perform participant assessments and evaluations of Summer Star Expedition Yellowstone, and take photographs of program activities during the course of Summer Star Expedition Yellowstone.
- d. The Robinson School shall provide Summer Star Foundation an evaluation report of Summer Star Expedition Yellowstone on or before June 30, 2019, including a summary of the budget and expenditures for Summer Star Expedition Yellowstone, an evaluation of its effectiveness, and a summary of the assessments and evaluations.
- e. The Robinson School shall, by June 30, 2019, return to the Summer Star Foundation any remaining funds contributed by the Summer Star Foundation to Lowell Public Schools that have not been used for the purposes set forth in this Paragraph 5.

6. Robinson School General Administration Responsibilities.

The Robinson School and Lowell Public Schools agree that with respect to Summer Star Expedition Yellowstone, the Robinson School shall:

- a. Use the funds received from Summer Star Foundation only for the charitable purposes set forth in this Agreement.
- b. Maintain financial, attendance, enrollment and other necessary administrative records with respect to Summer Star Expedition Yellowstone sufficient to provide the reports to the Summer Star Foundation required under this Agreement.
- c. Communicate to the public and participants regarding Summer Star Foundation's support of Summer Star Yellowstone Expedition.
- d. Provide all other information as requested by Summer Star Foundation.

7. Terms Mutually Agreed to By the Parties:

- a. Summer Star Foundation is making the grant hereunder to Lowell Public Schools for the Summer Star Expedition Yellowstone in reliance on Lowell Public Schools' agreement to administer the funds in accordance with the terms of this Agreement. Summer Star Foundation reserves the right to take whatever steps it deems necessary to monitor Lowell Public Schools to ensure compliance with the provisions of this Agreement relating to the operation of said project.
- b. Lowell Public School teachers, staff and chaperones involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner, and reflect the commitment of the Parties to this Agreement.
- c. The Parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of Summer Star Expedition Yellowstone and shall have no liability with respect to any damages or injury suffered by any student, teacher, chaperone or any other person or institution in connection with Summer Star Expedition Yellowstone to any party relating to the operation of or any other aspect of said program.
- d. The Parties acknowledge and agree that this Agreement may be enforced by each of the Parties.
- e. Each of the Parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

8. Notice and Agreement Representatives:

- a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following persons at the addresses and/or numbers listed below:

Lowell Public Schools

Jeannine M. Durkin
Acting Superintendent
Phone: 978-937-8974
Fax: 978-937-8988

Summer Star Foundation

Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One International Place
Boston, MA 02110
Phone: 617.345.4628
Fax: 413.241.8019

- b. Representatives for the day-to-day operations and implementation of this Agreement shall be:

Robinson School

Daniel Sargent
Phone: 978-937-8974
Fax: 978-937-8988

Summer Star Foundation

Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND

Brigit Dowling, Principal
Phone: 978-937-8974
Fax: 978-937-8988

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One International Place
Boston, MA 02110
Phone: 617.345.4628
Fax: 413.241.8019

9. Termination:

This Agreement may only be terminated, except as expressly provided above, prior to its stated expiration in writing by the mutual agreement of the Parties and delivered to the Notice and Agreement Representatives listed in Paragraph 8. Upon such termination, all funds not used for the purposes set forth in this Agreement shall be returned to the Summer Star Foundation.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first set forth above.

Lowell Public Schools

**Summer Star Foundation for Nature,
Art, and Humanity, Inc.**

By:

By:

Jeannine M. Durkin, Acting Superintendent

Shalin Liu, President